

EXHIBIT "A"

LIMA ROAD (S.R. #3)



1	2	3	4	5	6	7
BENEFITTED AREA	AREA IN SQ FEET	PROPERTY OWNERS	LOCAL SEWER EXT. COST PER SQ. FT.	LOCAL SEWER EXT. COST PER R.O.	AREA CONTRIBUTION FEES BASED ON TOTAL PROPERTY OWNED @ \$75.00/ACRE	PROJECT COST TOTALS PER PROPERTY OWNER
PARCEL "A"	345,508	WINDSOR DEVELOPMENT	* 0.051902	* 17,932.61	18,944.50	26,727.11
PARCEL "B"	47,140	ALVIN F. & CAROL J. GILBERT	0.051902	* 2,447.70	1.08 ³ 518.40	2,962.13
PARCEL "C"	18,000	PHILLIP E. & RONDA A. MEYER	0.051902	934.24	0.41 ⁵ 176.18	1,130.42
PARCEL "D"	18,000	RICHARD M. & RUBY L. GUY	0.051902	934.24	0.41 ⁵ 176.18	1,130.42
PARCEL "E"	18,000	DONALD D. & LOIS STAYER	0.051902	934.24	0.41 ⁵ 176.18	1,130.42
PARCEL "F"	18,000	VERYL J. & JOHN F. WEIMER	0.051902	934.24	0.41 ⁵ 176.18	1,130.42
PARCEL "G"	18,000	MARGARET V. PATCHEK	0.051902	934.24	0.41 ⁵ 176.18	1,130.42
PARCEL "H"	18,000	ALAN L. & VIRGINIA A. SIMONIAN	0.051902	934.24	0.41 ⁵ 176.18	1,130.42
PARCEL "I"	18,000	RAYMOND H. & LOIS GENE KIZER	0.051902	934.24	0.41 ⁵ 176.18	1,130.42
PARCEL "J"	18,000	DOROTHY B. ANDERSON	0.051902	934.24	0.41 ⁵ 176.18	1,130.42
PARCEL "K"	45,500	JESSIE H. & MARY E. KEHR	0.051902	2,354.27	1.04 ¹ 494.03	2,848.75

TOTAL: 582,028

TOTAL: \$4,783.25

TOTAL COST OF SEWER:

INSTALLATION = 28,445.50
 LOCAL ENGINEERING = 4,800.00
 FIRM = 80,208.50
 ∴ LOCAL POST AND S.F. = $\frac{80,208.50}{254,428} = .051902$

TOLERANCES (EXCEPT AS NOTED)	REVISIONS			WINDSOR WOODS - SEC 1		
	NO.	DATE	BY			
DECIMAL	1					
FRACTIONAL	2					
ANGULAR	4					
	5					
				DRAWN BY	SCALE	MATERIAL
				CHK'D	DATE	DRAWING NO.
				TRACED	APP'D	

PREPARED BY ZK TADAM H. JACO

RECEIVED

SEP 29 1978

Water Pollution Control Engr. Dept.
City-County Building, One Main St.
Ft. Wayne, Indiana 46802

282
1 BILL NO. S-78-11- 46

SPECIAL ORDINANCE NO. S- 240-78

2
3 AN ORDINANCE approving an Agreement with
4 Windsor Development for construction of
a sanitary sewer.

5 BE IT ORDAINED BY THE COMMONCCOUNCIL OF THE CITY OF FORT WAYNE,
6 INDIANA;

7 SECTION 1. That the Agreement dated October 25, 1978, between
8 the City of Fort Wayne, by and through its Mayor and the Board of Public
9 Works and Windsor Development, for:

10 WINDSOR WOODS - SECTION 1

11 SANITARY SEWER

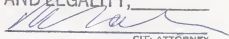
12 Line "A" - Beginning at proposed Manhole #2, said manhole
13 being situated 70 (plus or minus) feet North
14 and 25 (plus or minus) feet West of the Northwest
15 corner of Lot #50 in WINDSOR WOODS, SECTION 1;
16 thence Southeasterly, along the West line of Lot
17 #50, a distance of 315 feet to proposed Manhole
18 #3, said manhole being situated 50 feet Northeast
19 of Lot #47 and on the centerline of Langworth
20 Court; thence Southerly, along the West right-of-
21 way of Langworth Court, a distance of 280 feet to
22 proposed Manhole #4, said manhole being situated
23 on the Southeast corner of Lot #45 in WINDSOR
24 WOODS, SECTION 1; thence Southeasterly, along the
25 East line of Lot #5, a distance of 240 feet to
26 proposed Manhole #5, said manhole being situated
27 on the Southeast corner of Lot #5 in WINDSOR WOODS,
28 SECTION 1 and on the North line of Kehr's Addition;
29 thence Westerly, along the North line of Kehr's
30 Addition, a distance of 400 feet to proposed Man-
31 hole #6; thence Westerly, along the North line of
32 Kehr's Addition, a distance of 400 feet to proposed
Manhole #7; thence Westerly, along the North line
of Kehr's Addition, a distance of 380 feet termin-
ating at proposed Manhole #8, said manhole being
situated 105 feet West of the Southeast corner of
Lot #19 in WINDSOR WOODS, SECTION 1.

Line "B" - Beginning at Proposed Manhole #11, said manhole
being situated on the West corner of Lot #26 in
WINDSOR WOODS, SECTION 1; thence Southeasterly,
along the Southwest line of Lot #26, a distance of
60 feet terminating at Proposed Cleanout #1.

Line "C" - Beginning at proposed Manhole #13, said manhole be-
ing situated on the Southwest corner of Lot #48 in
WINDSOR WOODS, SECTION 1; thence Northerly, along
the West line of Lot #48, a distance of 40 feet
terminating at proposed Cleanout #3.

Line "D" - Beginning at an existing manhole over an existing
21" sanitary sewer, said manhole being situated

APPROVED AS TO FORM
AND LEGALITY,


CITY ATTORNEY

190 (plus or minus) feet North and 110 (plus or minus) feet East of the Northwest corner of Lot #50 in WINDSOR WOODS, SECTION 1; thence Southwesterly, a distance of 180 feet to proposed manhole #2, said manhole being situated 70 (plus or minus) feet North and 25 (plus or minus) feet West of the Northwest corner of Lot #50; thence Westerly, a distance of 255 feet to proposed Manhole #9, said manhole being situated 70 (plus or minus) feet North and 60 (plus or minus) feet East of the North corner of Lot #31 in WINDSOR WOODS, SECTION 1; thence Southwesterly, a distance of 260 feet to proposed Manhole #10, said manhole being situated on the North corner of Lot #29 in WINDSOR WOODS, SECTION 1; thence Southwesterly, a distance of 335 feet to proposed Manhole #11, said manhole being situated on the West corner of Lot #26 in WINDSOR WOODS, SECTION 1; thence Southwesterly, a distance of 400 feet terminating at proposed Manhole #12, said manhole being situated on the Southeast corner of Lot #21 in WINDSOR WOODS, SECTION 1.

Line "E" - Beginning at proposed Manhole #3, said manhole being situated 50 feet Northeast of Lot #47 and on the centerline of Langworth Court; thence Southwesterly along the South line of Lot #48 in WINDSOR WOODS, SECTION 1, a distance of 200 feet to proposed Manhole #13, said manhole being situated on the Southwest corner of Lot #48; thence Southeasterly, a distance of 340 feet terminating at Manhole #14, said manhole being situated 5 (plus or minus) feet West of the Northwest corner of Lot #41 in WINDSOR WOODS, SECTION 1.

Line "F" - Beginning at proposed Manhole #4, said manhole being situated on the Southeast corner of Lot #45 and on the North right-of-way of WINDSOR WOODS Blvd. South in WINDSOR WOODS, SECTION 1; thence Easterly, along the North right-of-way of Windsor Woods Blvd. South, a distance of 210 feet to proposed Manhole #15, said manhole being situated on the intersection of the North right-of-way of Windsor Woods Blvd. South and the West right-of-way of Radbourne Drive; thence Easterly along the North right-of-way of Windsor Woods Blvd. South, a distance of 220 feet to proposed Manhole #16; thence Southeasterly, along the North right-of-way of Windsor Woods Blvd., a distance of 100 feet to proposed Cleanout #4, said cleanout being situated on the Southwest corner of Lot #59 in WINDSOR WOODS, SECTION 1.

Line "G" - Beginning at proposed Manhole #15, said manhole being situated on the intersection of the North right-of-way line of Windsor Woods Blvd. South and the West right-of-way line of Radbourne Drive; thence Southerly, along the West right-of-way of Radbourne Drive, a distance of 165 feet to proposed Manhole #17; thence Southerly, along the West right-of-way of Radbourne Drive, a distance of 130 feet terminating at proposed Cleanout #5, said cleanout being situated 10 (plus or minus) feet South of the Northeast corner of Lot #1 and on the West right-of-way of Radbourne Drive in WINDSOR WOODS, SECTION 1.

of which the developer shall pay the entire cost and expense of the con-

struction of said sewer, all as more particularly set forth in said agree-
ment which is on file in the Office of the Board of Public Works and is
by reference incorporated herein, made a part hereof and is hereby in all
things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be effective upon passage
and approval by the Mayor.



Councilman

Read the first time in full and on motion by Burns, seconded by

Stier, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 11-14-78

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>5</u>	_____	_____	<u>4</u>	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	_____	_____	_____	<u>X</u>	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	_____	_____	_____	<u>X</u>	_____
<u>SCHMIDT, D.</u>	_____	_____	_____	<u>X</u>	_____
<u>SCHMIDT, V.</u>	_____	_____	_____	<u>X</u>	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 11-28-78

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING-MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 240-78 on the 28th day of December, 19____.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of December, 1978, at the hour of 11:30 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 29th day of December, 1978, at the hour of 9:30 o'clock A M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-78-11-46

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving an Agreement with Windsor Development for construction
of a sanitary sewer

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

PAUL M. BURNS - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

FREDRICK R. HUNTER

Paul M. Burns
James S. Stier
Vivian G. Schmidt
Winfield C. Moses, Jr.
Fredrick R. Hunter
11-28-78
CONCURRED IN
DATE CHARLES W. WEITZMAN, CITY CLERK

Memorandum

To Board of Public Works Date September 29, 1978
From Philip R. Boller, P.E., Chief W.P.C. Engineer
Subject Windsor Woods - Section I - Sanitary Sewers Only (Outside of City Limits)

COPIES TO:

Enclosed for your and Councilmanic approval is a special sewer construction permit with a reimbursement clause for subject project.

Because of the shortening construction season, the developer respectfully requests the Board to ask for prior approval from the Council. A representative will be present if the Board requests.

The area connection fees and necessary performance and guaranty bonds will be submitted at the time the sewer construction permit is processed. In the interim, we ask the Board to process the attached permit.

If you have any questions, please contact Duane Embury or the undersigned.

Very truly yours,



Philip R. Boller, P.E.
Chief Water Pollution Control Engineer

PRB/DE/rh
attachment

NOTED

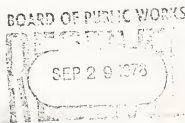
☐ H.P.W.

☐ E.H.L.

☐ M.G.G.

Date _____

Reg. Prior Approval



Done/ file



September 28, 1978

Mr. Phillip Boller
Chief Water Pollution Control Engineer
7th Floor City-County Building
One Main Street
Fort Wayne, Indiana 46802

REFERENCE: WINDSOR WOODS

Dear Phil,

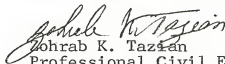
Due to on-coming inclement weather for construction purposes, we are requesting prior approval of the sewer extension agreement for WINDSOR WOODS.

A representative will be present at the Common Council meeting on October 10, 1978 to answer any questions pertaining to said agreement.

If you have any additional questions, please contact our office.

Yours truly,

Z. K. TAZIAN ASSOCIATES, INC.


Zohrab K. Tazian
Professional Civil Engineer
and Land Surveyor

ZKT/df



September 29, 1978

Mr. Henry Wehrenberg
Chairman, Board of Works
9th Floor City-County Building
Fort Wayne, Indiana.

RE: Windsor Woods, Section 1

Dear Mr. Wehrenberg:

The purpose of this letter is to indicate our intent to comply with the following requirements:

- 1.) Prior to the start of construction, the posting of a Performance Bond for the construction of sanitary sewer lateral, Line "A" as shown on the plans and specifications of the above captioned project.
- 2.) Prior to the start of construction, the posting of a 1 year Maintenance Bond pertaining to all sanitary sewers constructed in accordance with the development of the above captioned project.
- 3.) Payment of all Area Connection fees as stipulated in the sewer extension agreement for Windsor Woods.

Should you have any questions or comments, please feel free to contact the undersigned.

Sincerely,

WINDSOR DEVELOPMENT

A handwritten signature in cursive script, reading 'Jeff Gilmore', is written over the typed name 'WINDSOR DEVELOPMENT'.

NOTED

- ☐ HPW.
- ☐ EHL
- ☐ M.B.S.

Date _____



66-215-10 H I
10/25/72

A G R E E M E N T
F O R
S E W E R E X T E N S I O N

THIS AGREEMENT made in triplicate this 25 day of October, 1978, by and between Jeffery A. Gilmore and James J. Lancia, d/b/a WINDSOR DEVELOPMENT, an Indiana General Partnership, being all of the partners, hereinafter referred to as "Developer" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City", WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:

WINDSOR WOODS - SECTION 1

- Line "A" - Beginning at proposed Manhole #2, said manhole being situated 70 (plus or minus) feet North and 25 (plus or minus) feet West of the Northwest corner of Lot #50 in WINDSOR WOODS, SECTION 1; thence Southeasterly, along the West line of Lot #50, a distance of 315 feet to proposed Manhole #3, said manhole being situated 50 feet Northeast of Lot #47 and on the centerline of Langworth Court; thence Southerly, along the West right-of-way of Langworth Court, a distance of 280 feet to proposed Manhole #4, said manhole being situated on the Southeast corner of Lot #45 in WINDSOR WOODS, SECTION 1; thence Southeasterly, along the East line of Lot #5, a distance of 240 feet to proposed Manhole #5, said manhole being situated on the Southeast corner of Lot #5 in WINDSOR WOODS, SECTION 1 and on the North line of Kehr's Addition; thence Westerly, along the North line of Kehr's Addition, a distance of 400 feet to proposed Manhole #6; thence Westerly, along the North line of Kehr's Addition, a distance of 400 feet to proposed Manhole #7; thence Westerly, along the North line of Kehr's Addition, a distance of 380 feet terminating at proposed Manhole #8, said manhole being situated 105 feet West of the Southeast corner of Lot #19 in WINDSOR WOODS, SECTION 1.
- Line "B" - Beginning at proposed Manhole #11, said manhole being situated on the West corner of Lot #26 in WINDSOR WOODS, SECTION 1; thence Southeasterly, along the Southwest line of Lot #26, a distance of 60 feet terminating at proposed Cleanout #1.
- Line "C" - Beginning at proposed Manhole #13, said manhole being situated on the Southwest corner of Lot #48 in WINDSOR WOODS, SECTION 1; thence Northerly, along the West line of Lot #48, a distance of 40 feet terminating at proposed Cleanout #3.
- Line "D" - Beginning at an existing manhole over an existing 21" sanitary sewer, said manhole being situated 190 (plus or minus) feet North and 110 (plus or minus) feet East of the Northwest corner of Lot #50 in WINDSOR WOODS, SECTION 1; thence Southwesterly, a distance of 180 feet

to proposed manhole #2, said manhole being situated 70 (plus or minus) feet North and 25 (plus or minus) feet West of the Northwest corner of Lot #50; thence Westerly, a distance of 255 feet to proposed Manhole #9, said manhole being situated 70 (plus or minus) feet North and 60 (plus or minus) feet East of the North corner of Lot #31 in WINDSOR WOODS, SECTION 1; thence Southwesterly, a distance of 260 feet to proposed Manhole #10, said manhole being situated on the North corner of Lot #29 in WINDSOR WOODS, SECTION 1; thence Southwesterly, a distance of 335 feet to proposed Manhole #11, said manhole being situated on the West corner of Lot #26 in WINDSOR WOODS, SECTION 1; thence Southwesterly, a distance of 400 feet terminating at proposed Manhole #12, said manhole being situated on the Southeast corner of Lot #21 in WINDSOR WOODS, SECTION 1.

Line "E" - Beginning at proposed Manhole #3, said manhole being situated 50 feet Northeast of Lot #47 and on the centerline of Langworth Court; thence Southwesterly along the South line of Lot #48 in WINDSOR WOODS, SECTION 1, a distance of 200 feet to proposed Manhole #13, said manhole being situated on the Southwest corner of Lot #48; thence Southeasterly, a distance of 340 feet terminating at Manhole #14, said manhole being situated 5 (plus or minus) feet West of the Northwest corner of Lot #41 in WINDSOR WOODS, SECTION 1.

Line "F" - Beginning at proposed Manhole #4, said manhole being situated on the Southeast corner of Lot #45 and on the North right-of-way of WINDSOR WOODS Blvd. South in WINDSOR WOODS, SECTION 1; thence Easterly, along the North right-of-way of Windsor Woods Blvd. South, a distance of 210 feet to proposed Manhole #15, said manhole being situated on the intersection of the North right-of-way of Windsor Woods Blvd. South and the West right-of-way of Radbourne Drive; thence Easterly along the North right-of-way of Windsor Woods Blvd. South, a distance of 220 feet to proposed Manhole #16; thence Southeasterly, along the North right-of-way of Windsor Woods Blvd., a distance of 100 feet to proposed Cleanout #4, said cleanout being situated on the Southwest corner of Lot #59 in WINDSOR WOODS, SECTION 1.

Line "G" - Beginning at proposed Manhole #15, said manhole being situated on the intersection of the North right-of-way line of Windsor Woods Blvd. South and the West right-of-way line of Radbourne Drive; thence Southerly, along the West right-of-way of Radbourne Drive, a distance of 165 feet to proposed Manhole #17; thence Southerly, along the West right-of-way of Radbourne Drive, a distance of 130 feet terminating at proposed Cleanout #5, said cleanout being situated 10 (plus or minus) feet South of the Northeast corner of Lot #1 and on the West right-of-way of Radbourne Drive in WINDSOR WOODS, SECTION 1.

All sewers consist of 4910 \pm L.F. of 8-inch E.S.C.P., or A.C.P. in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the Office of the Chief Water Pollution Control Engineer of the City Utilities of the City, and known as WINDSOR WOODS, SECTION 1, which plans, specifications and profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also adjoining land areas.

WHEREAS, the entire cost of construction of said sewer is to be paid for by the Developer.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER.

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to be let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such sewage service charges as may not or hereafter by regularly established by City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION.

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including engineering and City inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER.

Said sewer, when accepted by the City will serve the following described real estate, to be platted as WINDSOR WOODS.

A parcel of land located in the East One-Half of the Fractional Southwest One-Quarter of Section 32, Township 32 North, Range 12 East, Allen County, Indiana, said point being particularly described as follows, to wit:

Beginning at a point on the East line of the fractional Southwest One-Quarter of Section 32, Township 32 North, Range 12 East, Allen County, Indiana, said point being located North 1°-08'-30" West a distance of 205.0 feet from the Southeast corner of the said fractional Southwest One-Quarter of Section 32; thence South 89°-21'-30" West along the North line of Kehr's Addition a distance of 1312.1 feet actual (1314.0 recorded) to the East line of the former Toledo & Chicago Interurban Railway Co. right-of-way line now owned by the State of Indiana; thence North 1°-07'-00" West along the said East line of the former Toledo & Chicago Interurban Railway Co. right-of-way line a distance of 665.0 feet; thence North 89°-59' East

a distance of 390.0 feet; thence North 1°-07' West a distance of 275.0 feet; thence South 89°-59' West a distance of 390.0 feet to the former Toledo & Chicago Interurban Railway Co. right-of-way line; thence North 1°-07' West along the East line of the former Toledo & Chicago Interurban Railway Co. right-of-way line a distance of 1336.4 feet to the North line of the fractional Southwest One-Quarter of Section 32; thence North 88°-03' East along the said North line of the fractional Southwest One-Quarter of Section 32 a distance of 1311.2 feet to the Northeast corner of the fractional Southwest One-Quarter of Section 32; thence South 1°-08'-30" East along the East line of the fractional Southwest One-Quarter of Section 32 a distance of 2306.1 feet to the point of beginning. Parcel contains 66.53 acres, more or less and is subject to public road and utility easements as shown.

OF WHICH now is being platted WINDSOR WOODS, SECTION 1, containing 28.064 acres more particularly described as follows:

Part of the Fractional Southeast Quarter, together with part of the East Half of the Fractional Southwest Quarter, all being in Section 32, Township 32 North, Range 12 East, Allen County, Indiana, and all being more particularly described as follows, to wit:

Beginning at the Southwest corner of said Fractional Southeast Quarter; thence N 88°-58' E (deed bearing and is used as the basis for the bearings in this description) on and along the South line of said Fractional Southeast Quarter, being also the centerline of Dupont Road, a distance of 514.5 feet; thence N 01°-08'-30" W and parallel to the West line of said Fractional Southeast Quarter, a distance of 205.0 feet; thence N 88°-58' E and parallel to said South line, a distance of 164.4 feet; thence N 13°-41' W, a distance of 175.0 feet; thence N 45°-00' W, a distance of 925.0 feet; thence N 75°-00' W, a distance of 354.6 feet; thence S 42°-00' W, a distance of 725.7 feet; thence S 76°-41' W, a distance of 189.24 feet; thence S 88°-53' W, a distance of 255.04 feet to the East right-of-way line of Lima Road (State Road #3) as it presently exists; thence S 01°-07' E, on and along said East right-of-way line, a distance of 155.47 feet; thence S 04°-33' E, continuing along said East right-of-way line, a distance of 100.18 feet; thence S 01°-07' E, continuing along said East right-of-way line, a distance of 99.2 feet to the point of intersection of said East right-of-way line with the North line of Kehr's Addition; thence N 89°-21'-30" E, on and along the North line of said Kehr's Addition and parallel to the South line of said Fractional Southwest Quarter, a distance of 1271.1 feet to the Northeast corner of said Kehr's Addition, being a point on the East line of said Fractional Southwest Quarter; thence S 01°-08'-30" E, on and along said East line, a distance of 205.0 feet to the point of beginning, containing 28.064 acres of land, subject to legal right-of-way for Dupont Road.

As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to City sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST AREA.

An area connection charge of \$475.00 per acre must be paid to the City at the time of connection. Said charge to be based upon a net assessable area obtained by subtracting the street right-of-ways and the Community Area from the total area of WINDSOR WOODS, SECTION 1. Should the Community Area ever be developed, then an area connection charge of \$475.00 per acre based on developed area must be paid to the City at the time of connection. This area connection charge represents the oversizing costs expended by the City for the sanitary sewer, St. Joe Interceptor, Resolution # 61-140-11, that provides service to WINDSOR WOODS, SECTION 1. As future sections are developed, the Developer agrees to pay all area connection charges due to the St. Joe Interceptor, Resolution # 61-140-11.

5. CHARGE AGAINST EXCESS AREA.

The said sewer when constructed will serve additional or excess area as shown on the attached Exhibit "A". In the event any present or future owners of said exhibited excess area desires to use said sewer or any extension thereof, by direct tap or through the extension or connection of lateral lines to service such lands, City, through its duly constituted authorities before permitting such use, shall require a contract or assessment, as may be appropriate, that such owner or owners of said excess area pay to City, in addition to the cost of the area connection charges of \$475.00 per acre due St. Joe Interceptor, Resolution # 61-140-11 and the costs of standard tap-in and inspection fees, the sum of \$0.051902 per square foot for the area served by each such connection and use, which represents the pro-rata share of the sanitary sewer line extension built by the Developer and paid by the City as shown in the attached Exhibit "A". The amount is based upon the actual costs of construction for the 8" sanitary sewer lateral Line "A".

6. BOND.

This contract is subject to Developer furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by the City.

7. LIMITATION ON USE.

Said sewer shall be constructed for disposal of sanitary sewage only, and neither the parties hereto, their successors, or assigns or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

8. WAIVER OR RIGHT TO REMONSTRATE AGAINST ANNEXATION.

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns, transferring or conveying any interest of title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the Developer, his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record any executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

9. GOVERNING STATUTE.

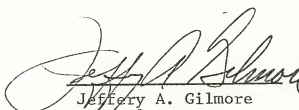
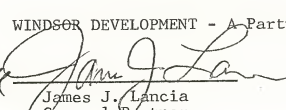
It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Sections 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (I.C. 19-2-7-16, I.C. 19-2-7-17 and I.C. 19-2-7-18), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

10. COUNCILMANIC APPROVAL.

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

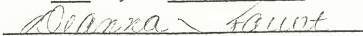
WINDSOR DEVELOPMENT - A Partnership

 Jeffery A. Gilmore General Partner	 James J. Lancia General Partner
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STATE OF INDIANA }
COUNTY OF ALLEN } SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jeffery A. Gilmore and James J. Lancia, partners of WINDSOR DEVELOPMENT, who acknowledged the execution of the foregoing agreement for sewer extension as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 29th day of September, 1978.


Deanna Faust - Notary Public

My Commission Expires:
10-11-81

Resident of Allen County, Indiana.

CITY OF FORT WAYNE, INDIANA

By: _____
Robert Armstrong, Mayor

BOARD OF PUBLIC WORKS

By: _____
Henry P. Wehrenberg, Chairman

By: _____
Ethel H. LaMar, Member

By: _____
Max G. Scott, Member

Approved as to form and legality:

Associate City Attorney

ATTEST:

STATE OF INDIANA }
COUNTY OF ALLEN } SS:

Before me, the undersigned, a Notary Public in and for said County and State personally appeared Robert E. Armstrong, Henry P. Wehrenberg, Ethel H. LaMar and Max G. Scott, known to me to be the Mayor, the members of the Board of Works of the City of Fort Wayne, Indiana, respectively, and acknowledge the foregoing contract to be the voluntary act and deed of said City.

WITNESS my hand and notarial seal this _____ day of _____, 1978.

- Notary Public

My Commission Expires:

Resident of _____ County, Indiana.

This instrument prepared by: Phillip Boller, Chief Water Pollution Control Engineer.

4282

TITLE OF ORDINANCE SPECIAL ORDINANCE - AGREEMENT FOR SEWER EXTENSION - WINDSOR WOODS - SEC. I

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE AGREEMENT FOR SEWER EXTENSION - WINDSOR WOODS, SECTION 1, FOR THE

CONSTRUCTION OF A SANITARY SEWER TO SERVE THE ABOVE-DESCRIBED AREA. DEVELOPER FOR THE

PROJECT: WINDSOR DEVELOPMENT.

(AGREEMENT ATTACHED)

PRIOR APPROVAL ACQUIRED

EFFECT OF PASSAGE CONSTRUCTION OF SANITARY SEWER TO SERVE WINDSOR WOODS, SEC. I

EFFECT OF NON-PASSAGE INABILITY TO PROCEED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) DEVELOPER TO PAY THE ENTIRE COST AND

EXPENSE OF CONSTRUCTION

ASSIGNED TO COMMITTEE